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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

WESLEY EISOLD, an individual,

Plaintiff,

v.

Case No.: 2:24-cv-07516-AB-MAR

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

CODY GARRETT RUNNELS, an individual,
WORLD WRESTLING ENTERTAINMENT,
LLC, a limited liability company; and
FANATICS, LLC, a limited liability company,

Defendants.

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does

1 not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the
2 procedures that must be followed and the standards that will be applied when a party seeks permission
3 from the court to file material under seal.

4 1.2 GOOD CAUSE STATEMENT

5 This action is likely to involve sales, pricing, profit, and cost information and customer and
6 vendor names for which special protection from public disclosure and from use for any purpose other
7 than prosecution of this action is warranted. Such confidential, highly confidential and proprietary
8 materials and information consist of, among other things, sales, pricing, profit, and cost information,
9 as well as confidential business practices and customer names, information otherwise generally
10 unavailable to the public, or which may be privileged or otherwise protected from disclosure under
11 state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the
12 flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery
13 materials, to adequately protect information the parties are entitled to keep confidential, to ensure that
14 the parties are permitted reasonable necessary uses of such material in preparation for and in the
15 conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a
16 protective order for such information is justified in this matter. It is the intent of the parties that
17 information will not be designated as confidential for tactical reasons and that nothing be so
18 designated without a good faith belief that it has been maintained in a confidential, non-public
19 manner, and there is good cause why it should not be part of the public record of this case.

20 2. DEFINITIONS

21 2.1 Action: this pending case above-captioned.

22 2.2 Challenging Party: a Party or Non-Party that challenges the designation of information
23 or items under this Order.

24 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is
25 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
26 Civil Procedure 26(c), and as specified above in the Good Cause Statement. This also includes
27 information required by law or agreement to be kept confidential including, but not limited to,
28 confidential or sensitive personal information (such as addresses and social security numbers etc.).

1 Confidential Information does not include, and this Protective Order does not apply to, information
2 that is already in the knowledge or possession of the party to whom disclosure is made unless the
3 Receiving Party is already bound by agreement not to disclose such information, or information that
4 has been disclosed to the public or third persons in a manner making such information no longer
5 confidential.

6 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support
7 staff).

8 2.5 Designating Party: a Party or Non-Party that designates information or items that it
9 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

11 2.6 Disclosure or Discovery Material: all items or information, regardless of the medium
12 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
13 transcripts, and tangible things), that are produced or generated in disclosures or responses to
14 discovery in this matter.

15 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the
16 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
17 consultant in this Action, and who is not an employee of any Party.

18 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items:
19 Extremely sensitive “Confidential Information or Items” whose disclosure to another Party or Non-
20 Party would create a substantial risk of serious harm that could not be avoided by less restrictive
21 means. This may include, but is not limited to, document or information comprising of proprietary
22 information and literature; sensitive business or financial information; information identifying
23 vendors, customers, clients, suppliers, or other sensitive business contacts, confidential research,
24 development or commercial information, trade secrets, financial, technical, marketing or commercial
25 information, pricing, product development, financial statements (business or personal), coding,
26 intellectual property strategies, marketing strategies and any other document, information or material
27 that if disclosed could result in serious competitive advantage that rises to the level of serious or
28

irreparable harm to the party's businesses or the business of any party's customers, clients, or vendors or other harm that cannot be avoided by less restrictive means

2.9 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.10 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.11 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support staff.

2.12 Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.14 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.15 Protected Material: any Disclosure or Discovery Material that is designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

To the extent either Party produces documents, materials or information during discovery that contain trade secrets or other confidential and proprietary business information that is not publicly

1 available, such documents or materials shall be clearly marked as “CONFIDENTIAL” at the time
2 production occurs.

3 If a party reasonably believes that the particular confidential documents, materials or
4 information to be produced or disclosed is of such a highly sensitive nature that their disclosure should
5 be limited only to Counsel, Experts, Professional Vendors, and the Court, that party shall clearly mark
6 such documents, materials or information as “HIGHLY CONFIDENTIAL – ATTORNEYS EYES
7 ONLY.”

8 Protected Material shall not be used by any party except in the preparation for, trial of, or
9 conduct of other proceedings in this litigation or as otherwise agreed to in writing by the parties or
10 ordered by the Court. This Order has no effect on and shall not apply to a Producing Party’s use of
11 its own Protected Material for any purpose unless bound by agreement not to disclose such
12 information.

13 Protected Material may include (a) such documents, materials or information; (b) all copies,
14 extracts and complete or partial summaries prepared from such documents, materials or information;
15 (c) portions of deposition transcripts and exhibits thereto which contain or reflect the content of any
16 such documents, materials or information, or copies, extracts or summaries thereof; (d) portions of
17 briefs, memoranda or any other writing filed with the Court and exhibits thereto which contain or
18 reflect the content of any such documents, materials or information, or copies, extracts or summaries
19 thereof; and (d) testimony taken at a hearing or other proceeding that refers or relates to such
20 documents, materials or information, consistent with Section 7 below.

21 Any use of Protected Material at trial shall be governed by a separate agreement or order of
22 the trial judge. This Order does not govern the use of Protected Material at trial

23 **4. DURATION**

24 Once a case proceeds to trial, all of the information that was designated as confidential or
25 maintained pursuant to this protective order becomes public and will be presumptively available to
26 all members of the public, including the press, unless compelling reasons supported by specific
27 factual findings to proceed otherwise are made to the trial judge in advance of the trial. *See Kamakana*
28 *v. City and County of Honolulu*, 447 F.3d 1172, 1180–81 (9th Cir. 2006) (distinguishing “good cause”

1 showing for sealing documents produced in discovery from “compelling reasons” standard when
2 merits-related documents are part of court record). Accordingly, the terms of this protective order do
3 not extend beyond the commencement of the trial.

4 However, for information not introduced at trial that was previously designated as
5 CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY, even after final
6 disposition of this Action, the confidentiality obligations imposed by this Order shall remain in effect
7 until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final
8 disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action,
9 with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all
10 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any
11 motions or applications for extension of time pursuant to applicable law.

12 **5. DESIGNATING PROTECTED MATERIAL**

13 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
14 Non-Party that designates information or items for protection under this Order must take care to limit
15 any such designation to specific material that qualifies under the appropriate standards. The
16 Designating Party must designate for protection only those parts of material, documents, items, or
17 oral or written communications that qualify so that other portions of the material, documents, items,
18 or communications for which protection is not warranted are not swept unjustifiably within the ambit
19 of this Order.

20 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
21 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily
22 encumber the case development process or to impose unnecessary expenses and burdens on other
23 parties) may expose the Designating Party to sanctions.

24 If it comes to a Designating Party’s attention that information or items that it designated for
25 protection do not qualify for protection, that Designating Party must promptly notify all other Parties
26 that it is withdrawing the inapplicable designation.

27 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see,
28 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or

1 Discovery Material that qualifies for protection under this Order must be clearly so designated before
2 the material is disclosed or produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or electronic documents, but
5 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
6 affix at a minimum, the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
7 ATTORNEYS’ EYES ONLY” to each page that contains protected material. If only a portion or
8 portions of the material on a page qualifies for protection, the Producing Party also must clearly
9 identify the protected portion(s) (e.g., in a separate communication, by making appropriate markings
10 in the margins, or by producing redacted and unredacted versions to the appropriate parties).

11 A Party or Non-Party that makes original documents available for inspection need not
12 designate them for protection until after the inspecting Party has indicated which documents it would
13 like copied and produced. During the inspection and before the designation, all of the material made
14 available for inspection will be deemed “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES
15 ONLY.” After the inspecting Party has identified the documents it wants copied and produced, the
16 Producing Party must determine which documents, or portions thereof, qualify for protection under
17 this Order. Then, before producing the specified documents, the Producing Party must affix the
18 “CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY legend” to each
19 page that contains Protected Material. If only a portion or portions of the material on a page qualifies
20 for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making
21 appropriate markings in the margins).

22 (b) for testimony given in depositions that the Designating Party identify the
23 Disclosure or Discovery Material on the record, before the close of the deposition all protected
24 testimony and specify the level of protection being asserted. When it is impractical to identify
25 separately each portion of testimony that is entitled to protection and it appears that substantial
26 portions of the testimony may qualify for protection, the Designating Party may temporarily designate
27 as protected the entire rough transcript and will have up to 30 days from receipt of the final transcript
28 to identify the specific portions of testimony as to which protection is warranted and to specify the

1 level of protection being asserted. Only those portions of the testimony that are appropriately
2 designated for protection within 30 days from receipt of the final transcript shall be covered by the
3 provisions of this Stipulated Protective Order. Alternatively, a Designating Party may specify, at the
4 deposition or up to 21 days afterwards if that protection is properly invoked, that the entire transcript
5 shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
6 ONLY.” Any transcript that is prepared before the expiration of a 21-period for designation shall be
7 treated during that period as if it had been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
8 EYES ONLY” in its entirety unless otherwise agreed. After the expiration of that period, the transcript
9 shall be treated only as actually designated.

10 The use of a document as an exhibit at a deposition shall not in any way affect its
11 designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
12 ONLY.”

13 (c) for information produced in some form other than documentary and for any
14 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
15 container or containers in which the information is stored the legend (“CONFIDENTIAL” or
16 HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”). If only a portion or portions of the
17 information warrants protection, the Producing Party, to the extent practicable, will identify the
18 protected portion(s).

19 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
20 designate qualified information or items does not, standing alone, waive the Designating Party’s right
21 to secure protection under this Order for such material. Upon timely correction of a designation, the
22 Receiving Party must make reasonable efforts to assure that the material is treated in accordance with
23 the provisions of this Order.

24 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
26 confidentiality at any time that is consistent with the Court’s Scheduling Order.

27 6.2 Meet and Confer. The Challenging Party will initiate the dispute resolution process
28 under Local Rule 37.1 et seq.

6.3 Burden. The burden of persuasion in any such challenge proceeding will be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties will continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the Court and its personnel;

(e) court reporters and their staff;

1 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
2 to whom disclosure is reasonably necessary for this Action and who have signed the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (g) the author or recipient of a document containing the information or a custodian
5 or other person who otherwise possessed or knew the information;

6 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action
7 to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness
8 sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any Confidential
9 Information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless
10 otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition
11 testimony or exhibits to depositions that reveal Protected Material may be separately bound by the
12 court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective
13 Order; and

14 (i) any mediator or settlement officer, and their supporting personnel, mutually
15 agreed upon by any of the parties engaged in settlement discussions.

16 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
17 Information or Items. Unless otherwise ordered by the Court or permitted in writing by the
18 Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY
19 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

20 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
21 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
22 information for this Action;

23 (b) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
24 reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to
25 Be Bound” (Exhibit A);

26 (c) the Court and its personnel;

27 (d) court reporters and their staff;

1 (e) professional jury or trial consultants, mock jurors, and Professional Vendors to
2 whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment
3 and Agreement to Be Bound” (Exhibit A);

4 (f) the author or recipient of a document containing the information or a custodian or
5 other person who otherwise possessed or knew the information;

6 (g) during their depositions, witnesses, and attorneys for witnesses, in the Action to
7 whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness
8 sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any Highly
9 Confidential Information unless both parties agree and they sign the “Acknowledgment and
10 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered
11 by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal
12 Protected Material may be separately bound by the court reporter and may not be disclosed to anyone
13 except as permitted under this Stipulated Protective Order; and

14 (h) any mediator or settlement officer, and their supporting personnel, mutually agreed
15 upon by any of the parties engaged in settlement discussions

16 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**
17 **LITIGATION**

18 If a Party is served with a subpoena or a court order issued in other litigation that compels
19 disclosure of any information or items designated in this Action as “CONFIDENTIAL” or HIGHLY
20 CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that Party must:

21 (a) promptly notify in writing the Designating Party. Such notification will include
22 a copy of the subpoena or court order;

23 (b) promptly notify in writing the party who caused the subpoena or order to issue
24 in the other litigation that some or all of the material covered by the subpoena or order is subject to
25 this Protective Order. Such notification will include a copy of this Stipulated Protective Order; and

26 (c) cooperate with respect to all reasonable procedures sought to be pursued by
27 the Designating Party whose Protected Material may be affected.

1 If the Designating Party timely seeks a protective order, the Party served with the subpoena
2 or court order will not produce any information designated in this action as “CONFIDENTIAL” or
3 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court
4 from which the subpoena or order issued, unless the Party has obtained the Designating Party’s
5 permission. The Designating Party will bear the burden and expense of seeking protection in that
6 court of its confidential material and nothing in these provisions should be construed as authorizing
7 or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

8 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**
9 **THIS LITIGATION**

10 (a) The terms of this Order are applicable to information produced by a Non-Party
11 in this Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
12 ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with this
13 litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions
14 should be construed as prohibiting a Non-Party from seeking additional protections.

15 (b) In the event that a Party is required, by a valid discovery request, to produce a
16 Non-Party’s confidential information in its possession, and the Party is subject to an agreement with
17 the Non-Party not to produce the Non-Party’s confidential information, then the Party will:

18 (1) promptly notify in writing the Requesting Party and the Non-Party that
19 some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

20 (2) promptly provide the Non-Party with a copy of the Stipulated
21 Protective Order in this Action, the relevant discovery request(s), and a reasonably specific
22 description of the information requested; and

23 (3) make the information requested available for inspection by the Non-
24 Party, if requested.

25 (c) If the Non-Party fails to seek a protective order from this court within 14 days
26 of receiving the notice and accompanying information, the Receiving Party may produce the Non-
27 Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a
28 protective order, the Receiving Party shall not produce any information in its possession or control

that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no

1 Party waives any right to object on any ground to use in evidence of any of the material covered by
2 this Protective Order.

3 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material
4 must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to
5 a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to
6 file Protected Material under seal is denied by the court, then the Receiving Party may file the
7 information in the public record unless otherwise instructed by the court.

8 **13. FINAL DISPOSITION**

9 After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written
10 request by the Designating Party, each Receiving Party must return all Protected Material to the
11 Producing Party or destroy such material. As used in this subdivision, "all Protected Material"
12 includes all copies, abstracts, compilations, summaries, and any other format reproducing or
13 capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the
14 Receiving Party must submit a written certification to the Producing Party (and, if not the same person
15 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where
16 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the
17 Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format
18 reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are
19 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
20 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
21 work product, and consultant and expert work product, even if such materials contain Protected
22 Material. Any such archival copies that contain or constitute Protected Material remain subject to this
23 Protective Order as set forth in Section 4 (DURATION).

24 **14. WILLFUL VIOLATIONS**

25 Any willful violation of this Order may be punished by civil or criminal contempt
26 proceedings, financial or evidentiary sanctions, reference to disciplinary authorities, or other
27 appropriate action at the discretion of the Court.
28

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: February 5, 2025

HOLLAND & KNIGHT LLP

/s/ Stacey H. Wang

Stacey H. Wang, Esq.
Danielle N. Garno, Esq.

*Attorneys for Defendants
World Wrestling Entertainment, LLC and
Fanatics, LLC*

Dated: February 5, 2025

KING HOLMES PATERNO AND SORIANO LLP

/s/ Heather Pickerell

Heather Pickerell, Esq.

Attorneys for Plaintiff, Wesley Eisold

Dated: February 5, 2025

JAYARAM PLLC

/s/ Vivek Jayaram

Vivek Jayaram, Esq.

Attorney for Defendant, Cody Runnels

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: _____

HON. MARGO A. ROCCONI
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that I have
read in its entirety and understand the Stipulated Protective Order that was issued by the United States
District Court for the Central District of California on _____ [date] in the case of *Wesley
Eisold v. Cody Garrett Runnels et al.*, 2:24-cv-07516-AB-MAR. I agree to comply with and to be
bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that
failure to so comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that is subject to this
Stipulated Protective Order to any person or entity except in strict compliance with the provisions of
this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central
District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even
if such enforcement proceedings occur after termination of this action.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____